



**SITE PLAN CONTROL APPLICATION  
DELEGATED AUTHORITY REPORT  
PLANNING, DEVELOPMENT AND BUILDING SERVICES DEPARTMENT**

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Site Location: Part of 1500 Merivale Road

File No.: D07-12-21-0152

Date of Application: September 27, 2021

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This SITE PLAN CONTROL application submitted by Claridge Homes (Baseline) Inc., is APPROVED upon resolution of the conditions stated in this report.

And the following plans are approved:

1. **Site Plan**, A-1-010-B, prepared by EVOQ Architecture, dated 2021-09-17, revision 04 dated 2024-11-21
2. **Landscape Plan**, L.2, prepared by James B. Lennox & Associates Inc, dated 04-03-2024, revision 11 dated 03/03/2025
3. **Elevations**, A-1\_300, prepared by EVOQ Architecture, dated 2021-05-27, revision 04.3 dated 2024-08-22
4. **Elevations**, A-1\_301, prepared by EVOQ Architecture, dated 2021-05-27, revision 04.3 dated 2024-08-22
5. **Erosion and Sediment Control (Phase 1)**, 121009-ESC1, prepared by Novatech Engineering, dated SEPT 03/2021, revision 07 dated MAR 18/2025
6. **General Plan of Services (Phase 1)**, 121009-GP1, prepared by Novatech Engineering, dated SEPT 03/2021, revision 07 dated MAR 18/2025
7. **Grading Plan (Phase 1)**, 121009-GR1, prepared by Novatech Engineering, dated SEPT 03/2021, revision 07 dated MAR 18/2025
8. **Notes and Details Grading Plan (Phase 1)**, 121009-NDGR1, prepared by Novatech Engineering, dated SEPT 03/2021, revision 07 dated MAR 18/2025
9. **Notes and Details General Servicing (Phase 1)**, 121009-NDGP1, prepared by Novatech Engineering, dated SEPT 03/2021, revision 07 dated MAR 18/2025
10. **Plan and Profile Street 1**, 121009-PR1, prepared by Novatech Engineering dated SEPT 03/2021, revision 07 dated MAR 18/2025
11. **Tree Conservation Report – Phase I**, TCR, prepared by James B. Lennox & Associates Inc, dated 03/21/2024

And as detailed in the following reports:

1. **Pedestrian Level Wind Study**, prepared by Gradient Wind Engineers & Scientists, dated June 3, 2021
2. **Proposed Residential Development 1500 Merivale Road Serviceability and Stormwater Master Report**, prepared by Novatech Engineering, dated September 03, 2024, revised March 18, 2025
3. **Proposed Residential Development (Phase 1) Servicing and Stormwater Management Report**, prepared by Novatech, Report No. R-2023-152, dated March 18, 2025
4. **Roadway Traffic Noise Assessment**, prepared by Gradient Engineers & Scientists, dated April 5, 2023
5. **Preliminary Geotechnical Investigation - Proposed Multi-Storey Building Complex-1500 Merivale Road, Ottawa, Ontario**, prepared by Paterson Group, dated February 23, 2021
6. **Proposed Residential Development Phase 1 1500 Merivale Road, Ottawa Transportation Impact Assessment**, prepared by Novatech Engineering, dated December 2022, revised October 2023
7. **Phase I Environmental Site Assessment Part of 1500 Merivale Road Ottawa, Ontario**, prepared by Paterson Group, dated March 20, 2024
8. **Phase II Environmental Site Assessment Part of 1500 Merivale Road Ottawa, Ontario**, prepared by Paterson Group, dated March 20, 2024
9. **Environmental Remedial Action Plan – Phase I – Building A**, prepared by Paterson Group, Memo No. PE5066-MEMO.3, dated March 19, 2024

And subject to the following General and Special Conditions:

### **General Conditions**

#### **1. Lapsing of Approval**

The Owner shall enter into this Site Plan Control Agreement and/or Letter of Undertaking, including all standard and special conditions, financial and otherwise, as required by the City. In the event that the Owner fails to sign this Agreement and/or Letter of Undertaking, complete the conditions to be satisfied prior to the signing of this Agreement, and have the corresponding building permit(s) issued within three (3) years of Site Plan approval, the approval shall lapse.

#### **2. Barrier Curbs**

The Owner acknowledges and agrees that the parking areas and entrances shall have barrier curbs and shall be constructed in accordance with the drawings of a design professional, such drawings to be approved by the General Manager, Planning, Development and Building Services.

3. **Water Supply for Fire Fighting**

The Owner shall provide adequate water supply for fire fighting for every building. Water supplies may be provided from a public water works system, automatic fire pumps, pressure tanks or gravity tanks.

4. **Reinstatement of City Property**

The Owner shall reinstate, at its expense and to the satisfaction of the General Manager, Planning, Development and Building Services, any property of the City, including, but not limited to, sidewalks, curbs and boulevards, which is damaged as a result of the subject development.

5. **Construction Fencing**

The Owner acknowledges and agrees to install construction fencing, at its expense, in such a location as may be determined by the General Manager, Planning, Development and Building Services.

6. **Construct Sidewalks**

The Owner shall design and construct sidewalk(s) within public rights-of-way or on other City owned lands to provide a pedestrian connection from or to the site as may be determined by the General Manager, Planning, Development and Building Services. Such sidewalk(s) shall be constructed to City Standards.

7. **Extend Internal Walkway**

The Owner shall extend internal walkways beyond the limits of the subject lands to connect to existing or proposed public sidewalks, at the sole expense of the Owner, to the satisfaction of the General Manager, Planning, Development and Building Services.

8. **Completion of Works**

The Owner acknowledges and agrees that no new building will be occupied on the lands until all requirements with respect to completion of the Works as identified in this Agreement have been carried out and received Approval by the General Manager, Planning, Development and Building Services, including the installation of municipal numbering provided in a permanent location visible during both day and night and the installation of any street name sign on relevant streets. Notwithstanding the non-completion of the foregoing Works, occupancy of a lot or structure may otherwise be permitted, if in the sole opinion of the General Manager, Planning, Development and Building Services, the aforesaid Works are proceeding satisfactorily toward completion. The Owner shall obtain the prior consent of the General Manager, Planning, Development and Building Services for such occupancy in writing.

Until all requirements with respect to completion of the Works as identified in this Agreement have been carried out and received Approval by the General Manager,

Planning, Development and Building Services, the Owner shall give notice to the City of a proposed conveyance of title to any building at least thirty (30) days prior to any such conveyance. No conveyance of title to any building shall be effective unless the Owner has complied with this provision.

Nothing in this clause shall be construed as prohibiting or preventing the approval of a consent for severance and conveyance for the purposes of obtaining financing.

9. **Development Charges**

The Owner shall pay development charges to the City in accordance with the by-laws of the City.

10. **Designated Substances Survey**

Prior to demolition of any existing buildings located on the lands described in Schedule "A" herein, the Owner acknowledges and agrees to complete a designated substances survey and submit the findings and recommendations for the proper handling and disposal of waste as identified in said survey, to the satisfaction of the General Manager, Planning, Development and Building Services, and in accordance with Best Management Practices. The survey shall address, but not be limited to:

- (a) O.Reg. 278/05: Designated Substance – Asbestos on Construction Projects and in Buildings and Repair Operations under the Occupational Health and Safety Act, R.S.O. 1990, c.O.1, as amended (O.Reg. 278/05);
- (b) Guideline – Lead on Construction Projects, prepared by the Ontario Ministry of Labour – Occupational Health and Safety Branch, published September 2004 and revised April 2011, as amended;
- (c) O.Reg. 213/91: Construction Projects under the Occupational Health and Safety Act, R.S.O. 1990, c.O.1, as amended (O.Reg. 213/91);
- (d) Registration Guidance Manual for Generators of Liquid Industrial and Hazardous Waste, prepared by the Ontario Ministry of the Environment, Conservation and Parks, published April 1995 and revised January 2016, as amended, to be used in conjunction with R.R.O. 1990, Reg. 347: General-Waste Management under the Environmental Protection Act, R.S.O. 1990, c.E.19, as amended (R.R.O. 1990, Reg. 347);
- (e) R.R.O. 1990, Reg. 362: Waste Management – PCBs under the Environmental Protection Act, R.S.O. 1990, c.E.19, as amended (R.R.O. 1990, Reg. 362).

## **Special Conditions**

### **11. Professional Engineering Inspection**

The Owner shall have competent Professional Engineering inspection personnel on-site during the period of construction, to supervise the Works, and the General Manager, Planning, Development and Building Services, shall have the right at all times to inspect the installation of the Works. The Owner acknowledges and agrees that should it be found in the sole opinion of the General Manager, Planning, Development and Building Services, that such personnel are not on-site or are incompetent in the performance of their duties, or that the said Works are not being carried out in accordance with the approved plans or specifications and in accordance with good engineering practice, then the General Manager, Planning, Development and Building Services, may order all Work in the project to be stopped, altered, retested or changed to the satisfaction of the General Manager, Planning, Development and Building Services.

### **12. Roadway Modifications – Delayed Process**

The Owner acknowledges and agrees that the road modification detailed design review and acceptance by the City is required for the road modification works associated with the approved Site Plan, to the satisfaction of the General Manager, Planning, Development and Building Services.

The Owner agrees to pay the separate process fee of \$2,940.00 (plus HST) at the time of registration of this Site Plan Agreement. The Owner acknowledges and agrees that the Owner may be subject to other additional fees and agreement addendum due to the delayed road modification detailed design process. The Owner agrees to submit required drawings for the aforementioned road modification detailed design. Further, the Owner agrees to be responsible for all costs associated with the public roadway modifications and provide required securities to the City, all to the satisfaction of the General Manager, Planning, Development and Building Services.

The Owner acknowledges and agrees that the required roadway modifications, must be complete prior to the Owner requesting or allowing occupancy of the building.

### **13. Road Opening Application**

Prior to registration of this Agreement, the Owner acknowledges and agrees to complete the detail design, and submit for approval a Road Opening Application in relation to the new Public Street. The Owner shall obtain approval to the Road Opening Application prior to the registration of this Site Plan Agreement.

The Owner shall subsequently construct the new Public Street in accordance with any required City standards, and open and dedicate the new Public Street to the City, all at no cost to the City, prior to receiving occupancy permit for the phase one building as part of this application.

The exact location and area of the new Public Street must be determined by legal survey. The Owner shall provide a reference plan for registration, indicating the new Public Street, to the City Surveyor for review prior to its deposit in the Land Registry Office. Such reference plan must be tied to the Horizontal Control Network in accordance with the municipal requirements and guidelines for referencing legal surveys. The Owner acknowledges and agrees to provide an electronic copy of the Transfer and a copy of the deposited reference plan to the City Solicitor prior to the execution of this Agreement by the City. All costs shall be borne by the Owner.

14. **Notice on Title – On-site Parking**

The Owner acknowledges and agrees that a notice shall be registered on title to the subject lands, at the Owner's expense. The Owner further acknowledges and agrees that such notice on title, or the clauses as written directly below, shall be included in all agreements of purchase and sale and lease agreements to inform prospective purchasers and tenants of these matters. The notice on title shall include, but not be limited to, the following:

The Owner, or any subsequent owner of the whole or any part of the subject lands, acknowledges and agrees that all agreements of purchase and sale or lease agreements shall contain the following clauses, which shall be covenants running with the subject lands:

"The purchaser/lessee for themselves, their heirs, executors, administrators, successors and assigns, acknowledges being advised that the unit being sold/rented may not be provided with any on-site parking. Should the purchaser/lessee have a vehicle for which they wish to have parking, alternative and lawful arrangements may need to be made to address their parking needs at an alternate location and that such arrangements are solely the responsibility of the person seeking parking. The purchaser/lessee acknowledges that the availability and regulations governing on-street parking vary; that access to on-site street parking, including through residential on-street parking permits issued by the City of Ottawa, cannot be guaranteed now or in the future; and that the purchaser/lessee intending to rely on on-street parking for their vehicle or vehicles does so at their own risk."

"The purchaser/lessee covenants with the vendor/lessor that the above clauses, verbatim, shall be included in all subsequent agreements of purchase and sale and lease agreements for the lands described herein, which covenant shall run with the said lands."

15. **Asphalt Overlay**

Due to the number of road cut permits required to service this development, the Owner shall install an asphalt overlay over the total area of the public driving surface of Merivale Road, fronting the subject lands, as shown on the approved **Grading Plan (Phase 1)**, referenced in Schedule "E" hereto. The overlay shall be carried out to the satisfaction of the General Manager, Planning, Development and Building Services. The Owner acknowledges and agrees that all costs are to be borne by the Owner.

16. **Private Approach Detail**

The Owner acknowledges and agrees that all private approaches serving the proposed development shall be designed and constructed, at the sole expense of the Owner, in accordance with the City's "Curb Return Entrances – Uncontrolled Intersections" Plan, Drawing No. SC7.1, dated March 2007 and revised March 2021, and the Owner shall comply with the City's Private Approach By-law, being No. 2003-447, as amended.

17. **Private Access**

The Owner acknowledges and agrees that all private accesses to Roads shall comply with the City's Private Approach By-Law being By-Law No. 2003-447 as amended, or as approved through the Site Plan control process.

18. **Transit Pads**

The Owner shall locate, design and construct, at no cost to the City, a standard concrete shelter pad per SC11 behind the sidewalk at least 20 m southwest of the end of the corner radius at the new Public Street.

19. **Merivale Road Notice Clause**

The Owner acknowledges and agrees that a notice shall be registered on title to the subject lands, at the Owner's expense. The Owner further acknowledges and agrees that such notice on title, or the clauses as written directly below, shall be included in all agreements of purchase and sale and lease agreements to inform prospective purchasers and tenants of these matters. The notice on title shall include, but not be limited to, the following:

The Owner, or any subsequent owner of the whole or any part of the subject lands, acknowledges and agrees that all agreements of purchase and sale or lease agreements shall contain the following clauses, which shall be covenants running with the subject lands:

"The purchaser/lessee acknowledges that Merivale Road is a transit service route where buses operate. Bus stop infrastructure and amenities such as passenger standing areas, shelter pads and shelters, benches, waste and recycling bins, signage, light standards, bicycle racks, or other as appropriate may be located in front of, adjacent to, or within view of the purchaser's/lessee's unit at any time, at the discretion of Transit Services."

"The purchaser/lessee covenants with the vendor/lessor that the above clauses, verbatim, shall be included in all subsequent agreements of purchase and sale and lease agreements for the lands described herein, which covenant shall run with the said lands."

20. **Noise Control Attenuation Measures**

The Owner acknowledges and agrees to implement the noise control attenuation measures recommended in the approved **Roadway Traffic Noise Assessment**, referenced in Schedule "E" of this Agreement, as follows:

- (a) each unit is to be equipped with central air conditioning;
- (b) each unit is to be fitted with a forced air heating system and ducting, and shall be sized to accommodate central air conditioning;

21. **Notice on Title – Noise Control Attenuation Measures**

The Owner acknowledges and agrees that a notice shall be registered on title to the subject lands, at the Owner's expense. The Owner further acknowledges and agrees that such notice on title, or the clauses as written directly below, shall be included in all agreements of purchase and sale and lease agreements to inform prospective purchasers and tenants of these matters. The notice on title shall include, but not be limited to, the following:

The Owner, or any subsequent owner of the whole or any part of the subject lands, acknowledges and agrees that all agreements of purchase and sale or lease agreements shall contain the following clauses, which shall be covenants running with the subject lands:

Type D – Central Air Conditioning

"The purchaser/lessee for themselves, their heirs, executors, administrators, successors and assigns, acknowledges being advised that this dwelling unit has been supplied with a central air conditioning system which will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the City of Ottawa's and the Ministry of the Environment, Conservation and Parks' noise criteria."

"The purchaser/lessee covenants with the vendor/lessor that the above clauses, verbatim, shall be included in all subsequent agreements of purchase and sale and lease agreements for the lands described herein, which covenant shall run with the said lands."

22. **Geotechnical Investigation**

The Owner acknowledges and agrees that it shall retain the services of a geotechnical engineer, licensed in the Province of Ontario, to ensure that the recommendations of the approved **Preliminary Geotechnical Investigation Report** (the "Report"), referenced in Schedule "E" herein, are fully implemented. The Owner further acknowledges and agrees that it shall provide the General Manager, Planning, Development and Building Services with confirmation issued by the geotechnical engineer that the Owner has complied with all recommendations and provisions of the Report, prior to construction of the



foundation and at the completion of the Works, which confirmation shall be to the satisfaction of the General Manager, Planning, Development and Building Services.

23. **Remediation Report**

Upon completion of the remedial activities, the Owner agrees to revise the Phase Two Environmental Site Assessment and resubmit as a Remediation Report appended as per the requirements of the Ontario Regulation 153/04 to the satisfaction of the General Manager, Planning, Development and Building Services.

24. **Record of Site Condition**

Prior to the issuance of any building permit, the Owner shall submit to the General Manager, Planning, Development and Building Services, and the Chief Building Official, a Record of Site Condition ("RSC") completed in accordance with the Environmental Protection Act, R.S.O. 1990, c. E.19, O.Reg. 153/04 ("O.Reg. 153/04"), as amended, and such RSC shall be acknowledged by the Ministry of the Environment, Conservation and Parks. The RSC shall confirm that all or part of the site is suitable for the proposed use in accordance with O.Reg. 153/04. The City may issue a building permit on a phased basis to allow for site investigation and remediation activities if permitted by O.Reg. 153/04 which shall be at the sole discretion of the Chief Building Official.

Where available information reveals that contamination extends into a City right-of-way and submission of an RSC is not possible, a building permit may be issued, at the sole discretion of the Chief Building Official, on a phased basis:

- (a) where the Owner has executed an off-site management agreement with the City to remediate the right-of-way and the site or;
- (b) where the Owner has completed remediation Work on the right-of-way to the satisfaction of the General Manager, Planning, Development and Building Services.

25. **Groundwater Management**

The Owner acknowledges and agrees to retain an environmental consultant to test groundwater to be removed from the site during and after redevelopment. If through further testing the groundwater samples are found to be contaminated, all contaminated groundwater must be removed, managed or treated in accordance with appropriate Ontario regulations and/or discharged in accordance with the City's Sewer Use By-Law, being By-law No. 2003-514, as amended.

26. **Notice on Title – Below Grade Parking Areas and Depressed Driveways**

The Owner acknowledges and agrees that a notice shall be registered on title to the subject lands, at the Owner's expense. The Owner further acknowledges and agrees that such notice on title, or the clauses as written directly below, shall be included in all agreements of purchase and sale and lease agreements to inform

prospective purchasers and tenants of these matters. The notice on title shall include, but not be limited to, the following:

The Owner, or any subsequent owner of the whole or any part of the subject lands, acknowledges and agrees that all agreements of purchase and sale or lease agreements shall contain the following clauses, which shall be covenants running with the subject lands:

“The purchaser/lessee for themselves, their heirs, executors, administrators, successors and assigns, acknowledges being advised that during major storm events, depressed driveways and below grade parking areas may be subject to flooding due to drainage from the road allowance. The purchaser/lessee further acknowledges being advised that the City of Ottawa shall not be liable for flooding claims. Backwater valves are recommended for installation on catch basins located in depressed driveways.”

“The purchaser/lessee covenants with the vendor/lessor that the above clauses, verbatim, shall be included in all subsequent agreements of purchase and sale and lease agreements for the lands described herein, which covenant shall run with the said lands.”

**27. Protection of City Sewers**

- (a) Prior to the issuance of a Commence Work Notification or Conditional Building Permit, the Owner shall, at its expense:
  - (i) Obtain a video inspection of the City Storm Sewer System within Merivale Road, covering the extent of sewer fronting the subject land, to determine the condition of the existing City Sewer prior to any connection and to provide said video inspection to the General Manager, Planning, Development and Building Services.
  - (ii) Obtain a video inspection of the existing 200 mm sanitary lateral to be re-used for the development and to provide said video inspection to the General Manager, Planning, Development and Building Services along with a memorandum addressing the condition of the lateral and recommendation for re-use or replacement. The memorandum shall be prepared and stamped by a Professional Engineer, licensed in the Province of Ontario.
- (b) Upon completion of connections, the Owner shall, at its expense and to the satisfaction of the General Manager, Planning, Development and Building Services:
  - (i) obtain a video inspection of the existing City Sewer System within Merivale Road to determine if the City Sewer System sustained any damages as a result of the multiple connections; and

- (ii) assume all liability for any damages caused to the City Sewer System within Merivale Road and compensate the City for the full amount of any required repairs to the City Sewer System.

28. **Stormwater Works Certification**

Upon completion of all stormwater management Works, the Owner acknowledges and agrees to retain the services of a Professional Engineer, licensed in the Province of Ontario, to ensure that all measures have been implemented in conformity with the approved **Proposed Residential Development (Phase 1) Servicing and Stormwater Management Report**, referenced in Schedule "E" herein. The Owner further acknowledges and agrees to provide the General Manager, Planning, Development and Building Services with certificates of compliance issued by a Professional Engineer, licensed in the Province of Ontario, confirming that all recommendations and provisions have been implemented in accordance with the approved **Proposed Residential Development (Phase 1) Servicing and Stormwater Management Report** referenced in Schedule "E" herein.

29. **Inlet Control Devices (ICDs)**

The Owner acknowledges and agrees to install and maintain in good working order the required in-ground stormwater inlet control devices, as recommended in the approved **Proposed Residential Development (Phase 1) Servicing and Stormwater Management Report**, referenced in Schedule "E" herein. The Owner further acknowledges and agrees it shall assume all maintenance and replacement responsibilities in perpetuity. The Owner shall keep all records of inspection and maintenance in perpetuity, and shall provide said records to the City upon its request.

30. **Inlet Control Devices (ICDs) – Future Public Street**

The Owner acknowledges and agrees to install and maintain in good working order the required in-ground stormwater inlet control devices, as recommended in the approved **Proposed Residential Development (Phase 1) Servicing and Stormwater Management Report**, referenced in Schedule "E" herein. The Owner further acknowledges and agrees it shall assume all maintenance and replacement responsibilities until the road is transferred to the City. The Owner shall keep all records of inspection and maintenance and shall provide said records to the City upon its request.

31. **Authorization letter for works within 1480 Merivale Road**

Prior to issuance of Commence Work Notification or Building Permit, whichever occurs first, the Owner shall obtain a notarized authorization letter from the owner of the adjacent land, municipally known as 1480 Merivale Road, to re-grade the property and install a 200mm storm sewer as shown on the approved **General Plan of Services and Grading Plan**, referenced in Schedule "E" herein. A copy of the letter shall be filed with the City, to the satisfaction of the General Manager, Planning, Development and Building Services.

32. **Water Demand for Fire Fighting**

The Owner acknowledges and agrees that the City's boundary conditions were provided for the subject development site setting out the available municipal water supply. The Owner further acknowledges and agrees that prior to building permit issuance, a letter shall be prepared by a qualified Building Code professional, licensed in the Province of Ontario, and provided to the General Manager, Planning, Development and Building Services confirming the plans submitted for building permit issuance have incorporated any and all requirements of the Fire Underwriters Survey, 2020, or as amended, to achieve the low construction coefficient used within the proposed building design.

33. **Off-Site Contamination Management Agreement**

The Owner acknowledges and agrees that where contamination emanating from the site and impacting the City's rights-of-way is discovered during the course of the Works, the Owner shall notify the Manager, Realty Services immediately in writing and agrees to enter into an Off-Site Management Agreement with the City to address the contamination in the rights-of-way. The Owner shall be responsible for all associated costs with the Off-Site Management Agreement, which agreement shall be to the satisfaction of the General Manager, Planning, Development and Building Services.

34. **Water Plant**

The Owner acknowledges and agrees that the water plant within the lands is a private watermain. The Owner further acknowledges and agrees that the private watermain and appurtenances thereto are to be maintained by the Owner at its own expense, in perpetuity. The Owner performing maintenance on critical infrastructure, such as private watermains and private fire hydrants, shall maintain adequate records as proof of having done so in accordance with applicable regulations, and that the records shall be retained for review by the City and or the Ottawa Fire Services when requested.

35. **Water Plant – Future Public Street**

The Owner further acknowledges and agrees that the watermain and appurtenances within the future Public Street are to be maintained by the Owner at its own expense, until the road is assumed by the City. The Owner performing maintenance on critical infrastructure, such as watermains and fire hydrants, shall maintain adequate records as proof of having done so in accordance with applicable regulations, and that the records shall be retained for review by the City and or the Ottawa Fire Services when requested.

36. **Private Storm Sewer Connection to City Sewer System**

The Owner acknowledges and agrees that any new storm sewers to be installed as part of this development shall not be connected to the City's existing storm sewer system until such time as either:

- (a) a certificate of conformance and As-built Drawings have been received from a Professional Engineer, licensed in the Province of Ontario, certifying that all required inlet control devices have been properly installed to City Standards or Specifications, and that the storm sewer system has been installed in accordance with the approved engineering drawings for site development and City Sewer Design Guidelines. The inlet control devices shall be free of any debris; or
- (b) a flow limiting orifice plate, designed by a Professional Engineer licensed in the Province of Ontario and to the satisfaction of the City, has been installed at the storm water outlet prior to connecting any upstream storm sewers. Such orifice plate shall not be removed until subsection (a) above has been satisfied and approved by the General Manager, Planning, Development and Building Services.

37. **Use of Explosives and Pre-Blast Survey**

The Owner acknowledges and agrees that all blasting activities will conform to the City's Standard S.P. No. F-1201 entitled Use of Explosives, as amended. Prior to any blasting activities, a pre-blast survey shall be prepared as per S.P. No. F-1201, at the Owner's expense, for all buildings, utilities, structures, water wells and facilities likely to be affected by the blast based on the location where explosives are to be used. In particular, a pre-blast survey shall be completed in accordance with Table 1 of S.P. No. F-1201. The standard inspection procedure shall include the provision of an explanatory letter to the owner or occupant and owner with a formal request for permission to carry out an inspection.

38. **Site Lighting Certificate**

- (a) In addition to the requirements contained in Clause 19 of Schedule "C" hereto, the Owner acknowledges and agrees, prior to the issuance of a building permit, to provide the City with a certificate from an acceptable professional engineer, licensed in the Province of Ontario, which certificate shall state that the exterior site lighting has been designed to meet the following criteria:
  - (i) it must be designed using only fixtures that meet the criteria for full cut-off (sharp cut-off) classification, as recognized by the Illuminating Engineering Society of North America (IESNA or IES); and
  - (ii) it must result in minimal light spillage onto adjacent properties. As a guideline, 0.5 fc is normally the maximum allowable spillage.
- (b) The Owner acknowledges and agrees that, upon completion of the lighting Works and prior to the City releasing any associated securities, the Owner shall provide certification satisfactory to the General Manager, Planning, Development and Building Services, from a Professional Engineer, licensed in the Province of Ontario, that the site lighting has been constructed in accordance with the Owner's approved design plan.

39. **Composite Utility Plan – Future Public Road**

The Owner agrees, prior to registration, to provide a composite utility plan for the future public road. Such plan shall be to the satisfaction of the General Manager, Planning, Development and Building Services Department.

40. **Maintenance and Liability Agreement for Landscaping**

The Owner acknowledges and agrees it shall be required to enter into a Maintenance and Liability Agreement with the City, for those elements which are to be located in the City's Merivale Road and the Future Public Street right-of-way, as shown on the approved Landscape Plan referenced in Schedule "E" herein, including all plant and landscaping material (except municipal trees), paver walkways. The Maintenance and Liability Agreement shall be registered on title, at the Owner's expense, immediately after the registration of this Agreement. The Owner shall assume all maintenance and replacement responsibilities in perpetuity.

41. **Waste Collection**

The Owner acknowledges and agrees that residential cart (and/or container) garbage, recycling, and organic waste collection will be provided by the City from a centralized refuse room or area. The Owner shall provide, at its own expense, adequate storage for the containers and carts and acknowledges it is recommended that they be placed on a concrete floor. The Owner shall provide an adequately constructed road for direct access to the garbage/recycling/organic waste storage room or area suitable for garbage/recycle/organic waste collection vehicles. Any additional services (i.e. winching of containers) may result in extra charges.

**AND**

For the non-residential portion, the Owner acknowledges and agrees that garbage, recycling, and organic waste collection will not be provided by the City and it shall make appropriate arrangements with a private contractor for garbage, recycling, and organic waste collection at the Owner's sole expense. The Owner shall consult a private contractor regarding any access requirements for garbage and/or recycling and organic waste collection.

42. **Parkland Dedication (Comprehensive Development Plan)**

- (a) The Owner acknowledges and agrees that the current Site Plan Control application is phase one of a comprehensive development plan on lands municipally addressed as 1500 Merivale Road, PIN 046860045. Future phases of the comprehensive development plan will be the subject of subsequent *Planning Act* application(s). The Owner further acknowledges and agrees that, in consideration of the comprehensive development plan for the overall site, the general location and size of the park location has been agreed to based on discussion between the Owner and the City.

- (b) The Owner acknowledges and agrees that the total conveyance requirement has been calculated at the rate set out below in accordance with the Parkland Dedication By-law, being By-law No. 2022-280, as amended:
  - i. For conveyance of parkland (residential > 18 units/net ha): one hectare per 600 net residential units but shall not exceed a maximum of 15% of the gross land area where greater than five hectares.
  - ii. For cash-in-lieu of conveyance of parkland (residential > 18 units/net ha): one hectare per 1,000 net residential units but shall not exceed a maximum of 15% of the gross land area where greater than five hectares
- (c) Where land is developed for a mix of uses within a building, the conveyance requirement shall be the cumulative sum for each use, as calculated using the applicable rate prorated proportionally to the gross floor area allocated to each use.
- (d) The Owner acknowledges and agrees that the parkland conveyance requirement to the City for the comprehensive development plan, which encompass the entire 1500 Merivale Road area, including the phase one lands, is 9,432.00 square metres, based on 15 percent of the approximate gross land area of 62,880 square metres and an estimate of 2,119 apartment dwelling units.
- (e) The Owner acknowledges and agrees that the parkland dedication requirement for the comprehensive development plan shall be satisfied through the combination of ten percent of the gross land area through conveyance of parkland, being 6,288.00 square metres, and five percent of the gross land area through cash-in-lieu of conveyance of parkland, being 3,144.00 square metres.

43. **Parkland Dedication (Phase One Lands)**

- (a) The Owner acknowledges and agrees that the total parkland conveyance requirement to the City for the phase one Site Plan Control application, being the area subject to this Site Plan application and approval, is 770.36 square metres, based on 15 percent of the gross land area of 5,135.70 square metres and 125 apartment dwelling units.
- (b) The Owner acknowledges and agrees that the parkland dedication requirement for the phase one Site Plan shall be satisfied through the combination of ten percent of the gross land area through conveyance of parkland, being 513.57 square metres, and five percent of the gross land area through cash-in-lieu of conveyance of parkland, being 256.79 square metres.
- (c) Prior to registration of the Site Plan Agreement, the Owner acknowledges and agrees to pay cash-in-lieu of conveyance of parkland as referenced in Schedule "B" herein. Pursuant to the City's Parkland Dedication By-law, being By-law No. 2022-280, as amended, 40% of said funds collected shall

be directed to City wide funds, and 60% shall be directed to Ward 9 funds. The Owner shall also pay the parkland appraisal fee of \$850.00 plus H.S.T. of \$110.50, as referenced in Schedule "B" herein.

- (d) It is expressly acknowledged and agreed to by the Parties that the total parkland conveyance requirement of 513.57 square metres shall provide in the subsequent *Planning Act* application(s). The Owner acknowledges and agrees that as a result, following cash-in-lieu of conveyance of parkland for the phase one Site Plan there is still an under dedication of 513.57 square metres of parkland at this time,

44. **Parkland Dedication in Subsequent Site Plan Application(s)**

It is expressly acknowledged and agreed by the Owner that the conveyance of the parkland will be completed as part of the subsequent Site Plan application(s) at 1500 Merivale Road. The parkland dedication shall have an area of 6,288.00 square metres, which includes the phase one under dedication amount of 513.57 square metres, and shall be located on **Part X 4R XXXX**, all to the satisfaction of the General Manager, Recreation, Cultural and Facility Services. The cash-in-lieu of conveyance of parkland of five percent of the gross land area shall also be paid as subsequent *Planning Act* application(s) are received and approved.

45. **Restrictive Covenant on Title**

The Owner acknowledges and agrees that immediately following the registration of the current Site Plan Control application, a covenant further to Section 119 of the Land Titles Act shall be registered on all of 1500 Merivale Road, PIN 046860045, except for the current phase one Site Plan application lands. The Restrictive Covenant shall be to the satisfaction of the City Solicitor and the General Manager, Recreation, Cultural and Facility Services and shall express the following intent:

That the Lands subject to the covenant shall not be approved for development unless the parkland provided at the time of registration together with the under-dedicated parkland amount, outstanding from the current phase one Site Plan Control application (file number D07-12-21-0152), are conveyed in accordance with the City's Parkland Dedication By-law, as may be amended, to the satisfaction of the General Manager, Recreation, Cultural and Facility Services.

The Owner shall be responsible for the construction and installation of the base park improvements outlined in Condition 47 of this agreement at their sole expense.

Securities in the amount of **\$XXXXXX** for the base park improvements, which include but is not limited to, servicing, rough grading, cleaning and greening of the park shall be collected and not be released from the phase one Site Plan Control application until the comprehensive development plan has been submitted and approved, with the parkland dedication, and all other associated requirements finalized as part of that approval.

All to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department.



46. **Notice on Subsequent Purchaser – Parkland Under-dedication**

The Owner acknowledges and agrees that a notice shall be registered on title to the subject lands, at the Owner's expense. The Owner further acknowledges and agrees that such notice on title, or the clauses as written directly below, shall be included in all agreements of purchase and sale and lease agreements to inform prospective purchasers and tenants of these matters. The notice on title shall include, but not be limited to, the following:

The Owner, or any subsequent owner of the whole or any part of the subject lands, acknowledges and agrees that all agreements of purchase and sale or lease agreements shall contain the following clauses, which shall be covenants running with the subject lands:

"The Purchaser/Lessee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that the City of Ottawa accepted an under-dedication of parkland for phase one Site Plan application approved on DATE (being Planning File No. D07-12-21-0152, PIN 046860045) on the condition that the Owner and any subsequent owner agree that the under-dedicated parkland amount, being 513.57 square metres of land which meets current by-law and Parks Manual requirements for parkland, be dedicated at the time of the next phase of development on the site municipally known as 1500 Merivale Road, PIN 046860045. The Purchaser/Lessee acknowledges and agrees that the lands to be dedicated are based on **Part X 4R XXXX** and the lands shall comply with all other parkland dedication requirements contained in this and any subsequent Site Plan Agreement(s) prior to their conveyance, to the satisfaction of the General Manager, Recreation, Cultural and Facility Services. The Purchaser/Lessee further acknowledges and agrees that no residential or mixed-use development shall be approved on all of 1500 Merivale, PIN 046860045, excluding the phase one Site Plan area, by the City absent compliance with this requirement."

"The purchaser/lessee covenants with the vendor/lessor that the above clause, verbatim, shall be included in all subsequent agreements of purchase and sale and lease agreements for the lands described herein, which covenant shall run with the said lands."

47. **Park Land Requirements (Base Park Improvements)**

(a) The Base Park Improvements will include the following:

- (i) demolition, removal and disposal of all existing materials, structures and foundations;
- (ii) grading (including cut and/or fill) where necessary to bring the Park Land to site plan grades and to provide positive surface drainage, in accordance with the approved Grading, Drainage and Erosion & Sediment Control Plan
- (iii) topsoil supply and placement, minimum of 150 mm;
- (iv) seed and/or sod #1 nursery grade or equivalent value;
- (v) fencing to City standard;

- (vi) street trees along all public road allowances, which abut future City owned parkland;
- (vii) all necessary drainage systems including connections to municipal services as required; and
- (viii) Unless otherwise specified, the Owner shall provide the following services and utilities to all Park Land:
  - i. A 300mm diameter storm sewer and Catch Basin/Manhole at 2m inside the park property line;
  - ii. A 50mm diameter water line complete with water vault chamber at 2m inside the park property line as per city standard details for unit price contracts. Costs for the water vault chamber and water meter, if ultimately required, shall be paid for by the City or be included as part of the maximum park construction budget for the park;
  - iii. 150mm diameter sanitary sewer and Manhole at 2m inside the park property line;
  - iv. A 120/240 volt, 200 ampere single phase hydro service at 2m inside the park property line complete with electrical kiosk for park services as per city standard details for unit price contracts. The Owner is responsible for making all arrangements and coordinating the connection of the new hydro service, including costs and inspections, with the respective electrical agencies.
  - v. Electrical and water connections (minimum 50mm) are to be connected directly to the street line, including back flow preventors, shutoff valves, water and hydro meters and chambers.

All work shall be completed in accordance with the approved Plans and Reports referenced in Schedule "E" herein and to the satisfaction of the General Manager, Planning, Development and Building Services and the General Manager, Recreation, Cultural and Facility Services.

- (b) The Owner acknowledges and agrees that no new stormwater management facilities, overland flow routes, and/or encumbrances of any kind, such as, but not limited to, retaining walls, utility lines, agreements and/or easements of any kind shall be located on, under, or above dedicated Park Land, save and except any utilities lines required by the City, and shall be removed and/or released from the Park Land, prior to the conveyance of the said lands to the City. Any utilities presently located within the Park Land, must be relocated at the Owner's sole expense.
- (c) Notwithstanding the transfer of the Park Land, the Owner acknowledges and agrees that the Owner will retain all liability for the transferred Park Land, until Final Acceptance of the Base Park Improvements, and that said transfer will in no way exonerate the Owner from its responsibility pursuant to the terms of the Site Plan Agreement. The Owner, on behalf of himself, his heirs, executors, administrators and assigns, including his successors in title, covenants and agrees to indemnify and save harmless the City from all actions, causes of actions, suits, claims or demands whatsoever which arise

directly from the interim use by the Owner of the Park Land.

- (d) The Owner acknowledges and agrees that it is the responsibility of the Owner to rough grade the park where necessary to meet Site Plan grades and provide for positive surface drainage across the Park Land, as per an approved grading, drainage and erosion and sediment control plan. If fill is required, it shall be comprised of clean earth borrow, compacted and leveled within the Park Land accordingly as per the City Standards for Park Fill and rough grading. All at the expense of the Owner.

Any fill imported to the Park Land must be conducted in accordance with the excess soils regulations, as amended. Documentation of the source and quality of the fill to be imported must be approved by a Qualified Person, as defined by Ontario Regulation 153/04, as amended. Soils must be tested to the minimum parameter list as specified in the excess soils regulations. Importation of soils with no chemical testing will not be permitted. Additional testing may be required by the Qualified Person as defined in the regulation.

Copies of all records related to all soils imported to the Park Land must be provided to the City. All works and fill materials are to be approved by the General Manager, Planning, Development and Building Services Department prior to being placed on site.

All work shall proceed in accordance with the applicable regulations and according to the current (at time of work) approved City details and specifications.

- (e) The Owner shall submit a cost estimate, any necessary plans for the Base Park Improvements and shall submit, as set out in Schedule "B" herein, securities in the amount of 100% of the estimated cost of all Base Park Improvements, all to the satisfaction of the General Manager, Recreation, Cultural and Facility Services. A park review and inspection fee will further be collected and is based on 4% (+HST) of the total value of the Base Park Improvements cost. The Owner acknowledges and agrees that no credit shall be given towards the Parks and Recreation component of the Development Charges for costs associated with Base Park Improvements.
- (f) The construction of the Base Park Improvements to the Park Land shall be completed within the earlier of: (a) two years after the issuance of the first Above Grade Permit for any future phase of development, or (b) prior to any occupancy permit for any future phase of development, to the satisfaction of the General Manager, Recreation, Cultural and Facility Services. Unforeseen delays (e.g. weather) resulting in the late completion of the construction of the Base Park Improvements to the Park Land may be taken into consideration and the date for completion may be extended, at the sole discretion of the General Manager, Recreation, Cultural and Facility Services. Base Park Improvements include but not limited to:

- Temporary bilingual signage indicating: Future Parkland, No Dumping, No Unauthorized Removal of Soil or Vegetation, and No Storage of Materials;
  - Temporary fencing surrounding the park block, maintained in good repair;
  - Grade areas of parkland where necessary to provide positive surface drainage, in accordance with the approved Site Plan Grading Plan;
  - A 1.5m chain link fence, without gates, adjacent to residential lots, is required.
  - In public service areas, the Developer is to provide, at the time of site servicing, sanitary, stormwater, 50mm (minimum) water service and hydro stubbed two (2) metres inside the property line, in a location approved by the Park Planner;
  - Where natural areas and/ or stands of trees are to be preserved in park blocks, the Developer is responsible for:
    - Removing any hazardous vegetation that create liabilities to adjacent land/lots or proposed park amenities identified through a concept plan prior to registration, as directed by the City;
    - Removing any debris from the park block present until such time as the park is developed;
    - Providing a detailed Park Tree Preservation Plan, as detailed in Section 4.2 – Drawing Descriptions of the City of Ottawa Park Development Manual
- (g) Before carrying out any of the Base Park Improvements on the Park Lands, the Owner must obtain, at the Owner's expense, a License of Occupation (LOO) or a Consent to Enter (CTE) from the City's Reality Initiatives & Development Branch. The LOO or CTE will outline in detail the insurance requirements, extent of area permitted, permitted use, and duration to the satisfaction of the General Manager, Recreation, Cultural and Facility Services. The Owner will indemnify the City against any claim during any interim use of or work carried out by the applicant on the park, to the satisfaction of the General Manager, Recreation, Cultural and Facility Services.
- (h) The Owner shall submit securities at the rate per hectare and indexing rate utilized for park development. A park review and inspection fee will further be collected and is based on 4% (+HST) of the park development rate for the site and in accordance with the City's Planning Fees By-law, as amended.
- (i) Once a Facility Fit Plan is submitted and after tree protection fencing has been installed accordingly, both as approved by the General Manager, Recreation, Cultural and Facility Services, the Owner may remove vegetation, trees and topsoil from the Park Land to facilitate rough grading of the area.

If the native topsoil has been removed from the Park Land, the Owner agrees to provide replacement topsoil, outside of the Park Development Budget, at a sufficient depth and quality for parks as per City Standards for park topsoil. All work shall proceed in accordance with the applicable regulations. The Owner shall level and grade such topsoil as required by the City.

- (j) The City acknowledges and agrees that the Owner may use the Park Land outside of the protected park areas for the stockpiling of materials or staging as needed. The Owner agrees to conduct the stockpiling of soils in accordance with the excess soils regulation, as amended.

The Owner agrees contaminated soils shall not be stockpiled on future park areas. The Owner agrees to provide to the City documentation of the source and quality of the soils temporarily stored on the future park areas.

The Owner acknowledges and agrees that, in the event the Owner chooses to use the Park Land for stockpiling or staging, once this use of the parkland is completed, all materials will be removed from the Park Land and a geotechnical report prepared by a geotechnical engineer or geoscientist, licensed in the Province of Ontario, be submitted. The geotechnical report shall confirm that the subgrade is suitable for its intended use and that no contaminants have been deposited on the Park Land. The geotechnical report must indicate the level of soil compaction on the site and conform to City Standards, to the satisfaction of the General Manager, Planning, Development and Building Services.

The Owner agrees that any remediation required to the Park Land as result of the Owners use of the Park Land will be at the Owner's expense and will be in addition to the estimated Park Development Budget and such remediation work shall be completed to the satisfaction of the General Manager, Planning, Development and Building Services.

- (k) The Owner acknowledges and agrees to undertake a geotechnical and soils analysis of the Park Land to determine its composition and drainage characteristics to a minimum 2.0 metre depth. The Owner shall clearly demonstrate to the satisfaction of the General Manager, Planning, Development and Building Services that the soils in the Park Land are capable of supporting the development of park facilities such as, but not limited to, pathways, children's playgrounds, park shelters, and vegetation growth.
- (l) The Owner shall submit to the General Manager, Planning, Development and Building Services, verification to the satisfaction of the City's Realty Initiatives and Development Branch that the proposed land is suitable for park use in accordance with provincial legislation and regulations. This verification will include, but is not limited to, a report documenting the soil and/or groundwater conditions on site at the substantial completion of the park construction. The soil and groundwater on site are to meet the appropriate O.Reg. 153/04 Site Condition Standards.

- (m) The Owner covenants and agrees to coordinate the identification and possible removal of any existing trees and vegetation from the Park Land, including any trees identified for preservation, with the Park Planner, Recreation, Cultural and Facility Services. The opportunity to retain existing vegetation on the Park Land, including any trees identified for preservation, is subject to the detailed design of the park. A tree permit must be issued prior to removal of the trees within the Park Land and the specific trees to be retained within the Park Land must be fenced with protective fencing at the critical root zone. Such fencing is to be inspected and approved by the City Forester and Park Planner, Recreation, Cultural and Facility Services prior to the issuance of a tree removal permit.
- (n) The Owner and the General Manager of Recreation, Cultural and Facility Services may, if it is mutually beneficial to both parties, enter into an agreement whereby the Owner will provide funding to the City for the design and the construction of the Park Land. The City will proceed with the design and construction of the park as per the typical City-build park process as described in the Parks Development Manual. The timing of the park construction will be at the discretion of the City.

The expected cost of the park(s) works to be paid to the City will be based on the indexing rate per hectare utilized for park development by the City at the time of registration, (referred to as the Park Development Budget), plus a 5% administrative fee for City forces to execute the project plus 13% HST on the total amount. The funding for park works will be paid to the City at the time of registration. All standard site plan conditions associated with the Base Park Improvements, including but not limited to fencing, fill and rough grading, topsoil replacement, tree removal and services stubbed to within 2.0 m inside the Park Land will remain a site plan cost to be covered by the Owner separate from the Park Development Budget.

#### 48. **Community Benefits Charge**

The Owner acknowledges that the development is subject to payment of a Community Benefits Charge payable at the time of building permit issuance, calculated in accordance with the Community Benefits Charge By-law 2022-307 (as amended from time to time) and the Planning Act.

For the purposes of calculating the charge payable, the City will provide a property valuation which has an effective date of the date of the site plan approval. An estimate of the Community Benefits Charge will further be provided based on that valuation and the currently proposed area subject to development or redevelopment. The Owner acknowledges that the City will collect this amount at the time of building permit issuance, provided (a) the first building permit is issued within twenty-four months of the date of the present site plan approval and (b) the land area subject to development or redevelopment has not changed.

49. **Corner Sight Triangle**

Prior to registration of this Agreement, the Owner acknowledges and agrees to convey to the City, at no cost to the City, an unencumbered corner sight triangle measuring 5 metres x 5 metres at the intersection of Merivale Road and the new Public Street. The exact location and area of the corner sight triangle must be determined by legal survey. The Owner shall provide a reference plan for registration, indicating the corner sight triangle, to the City Surveyor for review prior to its deposit in the Land Registry Office. Such reference plan must be tied to the Horizontal Control Network in accordance with the municipal requirements and guidelines for referencing legal surveys. The Owner acknowledges and agrees to provide an electronic copy of the Transfer and a copy of the deposited reference plan to the City Solicitor prior to the execution of this Agreement by the City. All costs shall be borne by the Owner.

50. **Road Widening**

Prior to registration of this Agreement, the Owner acknowledges and agrees to convey to the City, at no cost to the City, an unencumbered road widening across the complete Merivale Road frontage of the lands, measuring 18.85 metres from the existing centreline of pavement/the abutting right-of-way. The exact widening must be determined by legal survey. The Owner shall provide a reference plan for registration, indicating the widening, to the City Surveyor for review and approval prior to its deposit in the Land Registry Office. Such reference plan must be tied to the Horizontal Control Network in accordance with the municipal requirements and guidelines for referencing legal surveys. The Owner acknowledges and agrees to provide an electronic copy of the Transfer and a copy of the deposited reference plan to the City Solicitor prior to the execution of this Agreement by the City. All costs shall be borne by the Owner.

51. **Access Easement to City**

The Owner acknowledges and agrees it shall grant to the City, at the Owner's expense, a Blanket Easement over the lands, with the right and licence of free, uninterrupted, unimpeded and unobstructed access to the City to enter on and to pass at any and all times, on, over, along and upon the lands with or without vehicles, supplies, machinery and equipment for all purposes necessary or convenient to construct, maintain, repair and replace the Private Watermains, Private Service Posts and fire hydrants at the Owner's expense. The Owner acknowledges and agrees that notwithstanding the rights granted to the City under the grant of easement, the Owner remains responsible at all times for the maintenance, inspection, alteration, repair, replacement and reconstruction of the utility in the said lands during their term of use. The Owner acknowledges and agrees to provide an electronic copy of the Transfer of Easement prior to the execution of this Agreement by the City, to the satisfaction of the City Solicitor. All costs shall be borne by the Owner.

52. **Consent to Sever**

Prior to registration of this Agreement, the Owner acknowledges and agrees to finalize a consent to sever process to separate the phase one land and the new Public Street from the remainder of the development land at 1500 Merivale Road.

53. **Subsequent *Planning Act* Application(s)**

The Owner acknowledges agrees that the approval of this Site Plan Control application is limited to the phase one lands only and that the remainder of the lands shall undertake a separate *Planning Act* application for its required approvals.

May 12, 2025

\_\_\_\_\_  
Date



\_\_\_\_\_  
Kersten Nitsche, MCIP RPP  
Manager (A), Development Review  
West, Planning, Development and  
Building Services Department

Enclosure: Site Plan Control Application approval – Supporting Information



## SITE PLAN CONTROL APPROVAL APPLICATION SUPPORTING INFORMATION

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**File Number:** D07-12-21-0152

### SITE LOCATION

Part of 1500 Merivale Road, and as shown on Document 1.

### SYNOPSIS OF APPLICATION

The subject property is located in the Knoxdale-Merivale Ward (Ward 9). It is an irregular shaped lot with an approximate area of 6.2 hectares. The property fronts three major arterial roadways: Merivale Road, Baseline Road and Clyde Avenue. However, only a portion of the site is subject to this site plan application. The phase one site plan area that is the subject of this application is located west of Merivale Road and north of Gilbey Drive, with an area of 3,275 square metres. The majority of the site is vacant and contains paved areas along with vegetation. The site is generally surrounded by commercial, and retail uses in all directions.

The proposed development on the phase one lands consists of a 10-storey mixed-use building with 125 residential units and commercial space at the ground level. The building offers a variety of residential units, ranging from studio to three bedrooms, as well as street fronting townhomes integrated into the bottom level of the building along the eastern frontage. The development also includes amenity spaces, such as private balconies, common areas, and landscaped outdoor spaces near the planned parkland to the north. Parking is provided in a three-level underground garage with 122 spaces, including 111 resident parking spaces and 11 visitor parking spaces. Additionally, 111 bicycle parking spaces are provided.

The municipal watermain and sanitary sewer on Merivale Road have adequate capacity to service the subject site. Stormwater runoff will be controlled to the allocated release rate into the Merivale storm sewer using surface storage and underground storage cistern

### Residential Units and Types

Dwelling Type	Number of Units
Apartment	125

### Related Applications

N/A

## **DECISION AND RATIONALE**

This application is approved for the following reasons:

- The proposed development is consistent with the Provincial Planning Statement, 2024. The property is in the City of Ottawa Urban Area, fronting a Mainstreet Corridor and a transit priority corridor. The site is also close to the future rapid transit development along Baseline Road. The proposed development aligns with the provinces goal of healthy and livable communities by promoting the use of publicly accessible transit along and the provision of different types of housing to meet a full range of residential needs.
- Pursuant to the Official Plan, the subject site is located within the Outer Urban Transect and is designated as Hub and Mainstreet Corridor. In accordance with the Transect policies, the development will provide vertically mixed-use development with active frontages along Merivale Road. Furthermore, the proposed development offers strategic intensive development close to the future rapid transit development that encourage an urban development pattern and built form. Overall, the proposed development facilitates the City's priority of increasing housing and contributing to the creation of complete 15-minute communities.
- The proposal meets all the applicable provisions under the City's Zoning By-law.

## **PARKLAND DEDICATION**

Parkland dedication, in accordance with By-law 2022-280, is satisfied through a combination of dedication of land within a future phase of development, along with taking of cash-in-lieu of parkland within the current phase of development as outlined in the above conditions.

## **URBAN DESIGN REVIEW PANEL**

The Site Plan Control application was subject to the Urban Design Review Panel process. A formal review meeting was held on April 5, 2024.

The panel's recommendations from the formal review meeting are:

- The Panel is supportive of the overall vision of the Master Plan for this site.
- The Panel appreciates that this is a complex site which creates challenges, particularly regarding the ground plane relationship to Merivale Road and the future park space.
- The Panel recommends further consideration is required in terms of the overall site plan and the buildings surrounding context. Consider strengthening the relationship between the building and the park edge to the north, with particular attention to how the ramp could be screened from the park, potentially with commercial frontage onto the park.

- The Panel recommends regularizing the two sides of the proposed new street as a gateway into the site. On the western side of the new street, locate the street-trees between the roadway and the pedestrian sidewalk as is shown for the opposing eastern side of the street.
- The Panel recommends discussing with the City what a possible interim condition could be along Merivale Road, despite the potential future widening. It is important to determine the future street condition of Merivale Road, and how this project can relate to Merivale in the interim.
- The Panel recommends further considering the context between the proposed building and the neighbouring property to the west. The goal of this space should be to create a pedestrian entry to the site that would connect to the future park as well.
- The Panel appreciates and supports the overall garden and pathway concept.
- The Panel recommends simplifying the base of the building and making the building appearance lighter.
- The Panel has concerns with the hydro-vault at the southwest corner of the building, and the overall relationship of the building base to the street edge along Merivale Road and the new local street.

The Panel was successful in aiding in the implementation of the following:

- Updated material selection to enhance the building façade treatments.
- Update to the proposed new street cross section, to be finalized through a separate Road Opening Application.
- Enhanced pedestrian access and connectivity along the Merivale frontage.
- Comments related to the master site plan have been considered and will be addressed as part of a subsequent Site Plan Control application.

## **ROAD MODIFICATIONS**

There are road modifications associated with this site plan control application, as detailed in the attached Road Modifications Report.

## **CONSULTATION DETAILS**

### **Councillor's Comments**

Councillor Sean Devine has concurred with the proposed conditions of approval.

### **Public Comments**

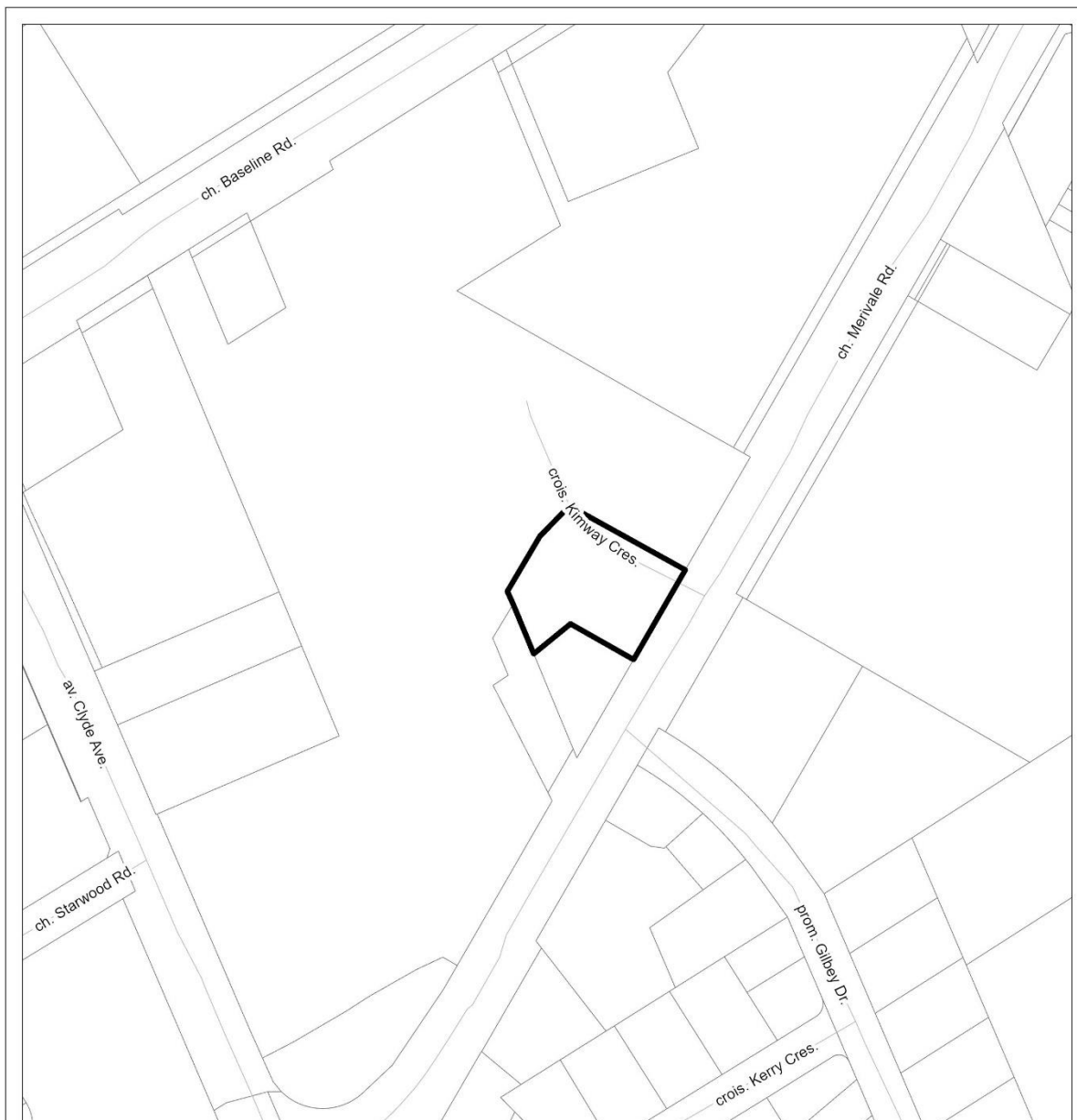
This application was subject to public circulation under the Public Notification and Consultation Policy. There were public comments received online and staff considered these comments.

## **APPLICATION PROCESS TIMELINE STATUS**

This Site Plan application was not processed by the On Time Decision Date due to the change in proposal and the complexity associated with civil infrastructure and the design of a new road.

**Contact:** Stream Shen Tel: 613-580-2424, ext. 24488 or e-mail:  
stream.shen@ottawa.ca

## Document 1 – Location Map



D07-12-21-0152

25-0213-E

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REVISION / RÉVISION - 2025 / 02 / 20

LOCATION MAP / PLAN DE LOCALISATION  
SITE PLAN / PLAN D'EMPLACEMENT



1500 ch Merivale Rd. - Phase 1



NOT TO SCALE